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## **ADDENDUM NO. 2**

**August 18, 2015**

**ITB No. 15-0037,**

### **Phase II Remedial System at the Astatula Fuel Facility**

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award. This addendum does not change the date for receipt of bids.

The purpose of this addendum is to answer questions and clarify the following:

1. Question - Attachment 7 (Specifications), Page 7, Part 1.1 requires a "fully assembled, shop-built, new remedial system". Is an entirely new system required, or can used components be incorporated into the system. If used components are acceptable, does the entire system still have to be UL and NFPA certified? Can the ConX box (i.e. shipping container) be used as opposed to brand new?  
Answer - All Phase II system components shall be new. The ConX may be slightly used but must be structurally and visually in new condition
2. Question - Attachment 7 (Specifications), Page 8, Part 1.3. Please confirm that the one year warranty strictly applies to manufacturer's defects and workmanship. As we are not operating the system, it is difficult to guarantee responsibility for any issues resulting from improper operation. Will any formal transfer of ownership or transfer of warranty forms be required?  
Answer - The one year warrantee is for manufacturer and worker installation defects. This would include premature failure of any component due to normal wear and operation. The warrantee requirements should be discussed between the contractor and equipment system manufacturer (if appropriate) so there are no misunderstandings. The County holds the Contractor responsible for this warrantee since the contract will be between the Contractor and the County. Many manufacturers require their agent to be present for system startup and adjustment for warrantee. The Contractor should include these costs in the bid as these will not be approved as a Change Order after contract award. Equipment failure due to operation outside of normal conditions will not be considered a warrantee issue.

**Addendum No. 2**  
**ITB 15-0037,**  
**Phase II Remedial System at the Astatula Fuel Facility**

3. **Question** - The sample contract (Section 7.1, page 10 of 69) calls for substantial completion within 45 days of notice to proceed, and final completion within 60 days. While trenching and construction can occur within that time frame, having the entire enclosed remedial system completely built may be an issue. Please advise if there is any latitude with regard to entire system completion timeframe as we thought pre-bid meeting may have alluded to a 120-day timeline.  
**Answer** - This is a "Sample Contract" only. Section 1.5 of the ITB document describes the contract performance period.
4. It was confirmed that a 5% bid bond is required with the bid submittal. A certified check, cashier's check, bank draft, money order, or treasurer's check would be permissible.
5. It was confirmed that there will be a pre-construction conference; a notice to proceed will be issued with thirty (30) days to start work and 120 days to achieve substantial project completion.
6. When offering a substitution, the bidder shall provide sufficient documentation with their submittal for the County to make a decision. Failure to provide adequate documentation for substitutions will result in rejection of the proposed alternative.
7. The site location is near the County's main refueling facility for all county vehicles, including Sheriff's Office vehicles. This construction project shall not affect the main refueling facility as it needs to be available at all times.
8. The contractor is responsible for the three (3) day startup including providing the County with red line drawings. The Engineer of Record, CBI, is responsible for the "Start-up Report".
9. It was confirmed that the County will be responsible for taking care of disposal of waste soil and trees. Contractor shall containerize soil and prepare trees/bushes to facilitate disposal.
10. Contractor shall provide a geologist or other qualified person by degree or experience for the construction oversight of recovery well instillation.
11. Wells shall be installed by hollow stem auger or sonic drilling methods. There is to be no mud rotary drilling of recovery wells.
12. It is confirmed that there will be no sales tax recovery used on this project.
13. It is confirmed that the County will provide water for the project. Contractor is responsible for providing sanitary facilities for crew during construction.
14. It is confirmed that the Contractor is responsible for 24 hour turn-around of analytical testing on the three (3) day sampling of water and air.
15. County has added new project work item as follows: Contractor shall install a gate in the chain link fence at the southern side of the fencing around the refueling facility to facilitate construction activities and future system O&M. Gate shall match existing gate in material, gauge, corrosive protection, height and appearance. The gate shall have a nominal opening width of 8 feet, which shall be achieved by two four feet wide swing gates. Gate shall be constructed such that one swing door can be used with the other side locked in place with a vertical rod or similar device. Gate shall feature latches to prevent free movement that shall be lockable. Contractor shall provide shop drawing of proposed gate that identifies parts and functionality.
16. **Question** - How can the Contractor get paid for the six (6) possibly longer, rental of the thermal oxidizer with catalytic converter? Contractor shall provide costs for 6-month rental for thermal oxidizer (with catalyst) which shall be assumed the base lease bid price. In the space provided for the 9-month rental the Contractor shall provide bid costs as a contingency if the rental was extended to 9-months (i.e. three additional months). Typically, this will be a monthly charge multiplied by three.

**Addendum No. 2**  
**ITB 15-0037,**  
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**Answer -** The successful Contractor shall be compensated for the thermal oxidizer lease for the base rental of 6-months and if the lease is extended three months to a nine month lease then the Contractor shall be paid for the three additional months as indicated on their bid summary sheet.

17. **Question -** Due to the large equipment purchase that is required by the Contractor, can an incremental pay schedule be worked out?

**Answer –** The County will not provide early payment or deposit for equipment until the components are onsite. The County will expedite Contractor's request for payments as much as possible, but payment request must provide required documentation.

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_